

VILLAGE OF NORTHFIELD RESOLUTION NO. 2015-05
AN EMERGENCY RESOLUTION
AUTHORIZING THE MAYOR TO EXTEND THE SENIOR CENTER LEASE
AGREEMENT BETWEEN THE VILLAGE, NORTHFIELD CENTER TOWNSHIP,
SAGAMORE HILLS TOWNSHIP, AND EPIPHANY LUTHERAN CHURCH

WHEREAS, the Village, Sagamore Hills Twp., and Northfield Center Twp., want to extend the senior center lease agreement with the Epiphany Lutheran Church for an additional one year period from January 1, 2015 through December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby and herein authorizes the Mayor to extend the lease agreement between the Village, Sagamore Hills Twp., Northfield Center Twp., and the Epiphany Lutheran Church for the operation of a senior center at Epiphany Lutheran Church for the period from January 1, 2015 through December 31, 2015, on each Wednesday from 10:00 a.m. to 4:00 p.m. The Village's financial contribution in connection with the within agreement for the period in question is \$3000.

SECTION 2. That Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Resolution were taken at an open meeting of this Council, and all deliberations of this Council and/or any committees that resulted in those formal actions were taken in meetings open to the public in compliance with the law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will permit a popular senior social activity to continue, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this 25th day of February, 2015.

Bea Greenlee
Bea Greenlee, President Pro-Tem of Council

Jesse J. Nehez
Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan
Bradric T. Bryan, Director of Law

I, Lisa Rodriguez, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the 25th day of February, 2015.

Lisa M. Rodriguez
Lisa Rodriguez, Clerk of Council

LEASE AGREEMENT

THIS LEASE AGREEMENT made this _____ day _____, 2015 at _____, Ohio, by and between **EPIPHANY LUTHERAN CHURCH**, located at 10503 Valley View Road, Northfield Center, Ohio 44067, is hereinafter called "LESSOR", and **NORTHFIELD CENTER TOWNSHIP, VILLAGE OF NORTHFIELD, AND SAGAMORE HILLS TOWNSHIP**, called "LESSEE."

DESCRIPTION, USE AND TERM: LESSEE shall use the premises known as the downstairs room of 10503 Valley View Road, Northfield Center, Ohio, being a space with a maximum occupancy of _____ persons each Wednesday for the period of January 1, 2015 through December 30, 2015 from 10:00 A.M. to 4:00 P.M, one (1) day a week to be used as a "SENIOR CENTER".

RENT: LESSEE shall pay LESSOR at such address as LESSOR will direct, or at such other place as the LESSOR shall designate from time to time in writing as rent for the leased premises the amount as follows: Nine Thousand Dollars (\$9,000.00) for the twelve (12) month period of January 1, 2015 through December 31, 2015, with each individual LESSEE contributing Three Thousand Dollars (3,000.00) each shall pay towards said rent in advance of said period.

INSURANCE: LESSOR has liability insurance for the premises through Church Mutual and shall continue to provide and maintain such liability insurance and provide a copy of the Declaration Page to each of the LESSEES during the period of this Lease. LESSOR shall covenant that it will continue to maintain such insurance throughout the term of this Lease

UTILITIES: LESSOR shall during the term hereof pay all charges for utilities including water charges, including sewer charges.

REPAIRS: LESSOR shall make all necessary repairs, interior and exterior, in and about the demised premises at their own expense, including routine maintenance, heating and air conditioning, snow and ice removal.

ALTERATIONS, IMPROVEMENTS AND FIXTURES: LESSEE shall not add or alter the leased premises or install fixtures or signage of any type thereon.

DEPOSIT: There shall be no security deposit.

SURRENDER OF PREMISES: LESSEE agrees to and shall, on expiration or sooner termination of the term hereof or of any extended terms hereof, promptly surrender and deliver the leased premises without demand therefore in good condition, ordinary wear and tear expected and deliver the keys to the LESSOR.

DEFAULT BY LESSEE: If LESSEE shall fail to pay any rent due hereunder within ten (10) days after the same shall be due, or shall remain in default under any other condition of this Lease for a period of three (3) days after written notice from LESSOR, or should any other person than LESSEE secure possession of the premises, or any part thereof by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, LESSOR may at its option, without notice to LESSEE, terminate this Lease, or in the alternative,

LESSOR may re-enter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass and relet the premises or any part thereof, for all or any part of the remainder of said term, to a part satisfactory to LESSOR and at such monthly rental as LESSOR may with reasonable diligence be able to secure. All rights and remedies of LESSOR under this Lease shall be cumulative, and none shall exclude any other right or remedy at law.

CONDEMNATION: If during the term of this lease, all of the leased premises should be taken for any public use by right of eminent domain or should be sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease effective as of the date of taking of said premises by the condemning authority.

GENERAL PROVISIONS:

(a) **NOTICES AND ADDRESSES:** All notices provided to be given under this Agreement shall be given by certified mail or registered mail, addressed to the property party at the address of the party.

(b) **OHIO LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Summit County, Ohio.

(c) **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall be construed as if such valid, illegal or unenforceable provision had never been contained herein.

(d) **SOLE AGREEMENT OF THE PARTIES:** This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreement between the parties respecting the within subject matter.

(e) **AMENDMENT:** No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing dated subsequent to the date hereof and duly executed by the parties hereto.

(f) **WAIVER OF DEFAULT:** No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any breach of the same or any other term, condition or covenant contained herein.

(g) **EXCUSE:** Neither LESSOR nor LESSEE shall be required to perform any term, condition or covenant in this Lease so long as such performance is delayed or prevented by any act of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within control of the LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

(h) **SUBORDINATION:** This Lease and any extensions of the terms hereof shall be subordinate, at the option of LESSOR, to any and all encumbrances given by LESSOR.

The undersigned LESSOR and LESSEE hereto execute this Agreement as of the day and year first written above.

"LESSOR"
EPIPHANY LUTHERAN CHURCH

By: _____
X

State of Ohio)
) S.S.
County of _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **WILLIAM LUPICA, TRUSTEE of EPIPHANY LUTHERAN CHURCH**, who acknowledged that he did sign the foregoing instrument and that said instrument is his free act and deed as authorized by EPIPHANY LUTHERAN CHURCH.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this ____ day of _____, 2015.

Notary Public
My Commission Expires _____

"LESSEE"
NORTHFIELD CENTER TOWNSHIP
BOARD OF TRUSTEES

By: _____
X

State of Ohio)
) S.S.
County of _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named _____ as authorized by NORTHFIELD CENTER TOWNSHIP, who acknowledged that they did sign the foregoing instrument and that said instrument is their free act and deed as authorized by said governmental entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this ____ day of _____, 2015.

Notary Public
My Commission Expires _____

"LESSEE"
VILLAGE OF NORTHFIELD

By: _____
X

State of Ohio)
) S.S.
County of _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named _____ as authorized by VILLAGE OF NORTHFIELD, who acknowledged that they did sign the foregoing instrument and that said instrument is their free act and deed as authorized by said governmental entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this ____ day of _____, 2015.

Notary Public
My Commission Expires _____

**“LESSEE”
SAGAMORE HILLS TOWNSHIP
BOARD OF TRUSTEES**

By: _____
X

State of Ohio)
) S.S.
County of _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named _____ as authorized by SAGAMORE HILLS TOWNSHIP, who acknowledged that they did sign the foregoing instrument and that said instrument is their free act and deed as authorized by said governmental entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this ____ day of _____, 2015.

Notary Public
My Commission Expires _____

RESOLUTION 2015-07

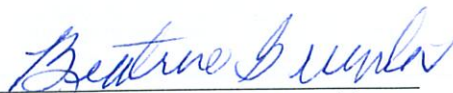
An emergency resolution approving the payment of bills for the month of February, 2015
as per below:

Total Payments: \$ 134,828.48

IN WITNESS WHEREOF, we have hereunto set our hands this 25th day of February,
2015.




Jesse J. Nehez, Mayor



Beatrice Greenlee, President
Pro-Tem of Council

Passed:

Attest:



Lisa Rodriguez, Clerk of Council

I, Lisa Rodriguez, Clerk of Council of the Village of Northfield, Summit County,
Ohio, do hereby certify that the foregoing Pay Resolution was duly and regularly passed
by Council at a meeting held on the February day of
25th, 2015.



Lisa Rodriguez, Clerk of Council

PO#	Invoice Date	Invoice #/Account	Vendor	Amount	Check #
50118	1/30/2015	73813	Atwell's Police & Fire Equipment	\$913.81	50063
50002	2/18/2015	1035	A-Team Public Safety	\$650.00	50006
50009	1/30/2015	20-144856	Arrow Uniform	\$448.60	50007
50009	2/9/2015	20-148967	Arrow Uniform	\$104.53	"
50009	2/13/2015	20-153067	Arrow Uniform	\$125.28	"
50009	2/13/2015	20-153068	Arrow Uniform	\$131.12	"
50009	2/20/2015	20-157159	Arrow Uniform	\$104.53	"
50011	9/15/7408	Truck 230 (service)	August, Ryan	\$425.00	50010
50002	2/10/2015	Unit 834 Unit 840	August, Ryan	\$425.00	50009
	1/19/2015	Unit 3511	August, Ryan	\$150.00	50011
50012	2/23/2015	12626433	Automotive Distributors	\$389.40	50008
50012	2/23/2014	12627084	Automotive Distributors	\$186.45	"
50015	2/2/2015	302478	BEI	\$215.28	50049
50015	2/4/2015	302611	BEI	\$27.28	"
50015	2/4/2014	302676	BEI	\$53.96	"
50015	2/23/2015	303783	BEI	\$558.43	"
50015	2/23/2015	303789	BEI	\$40.90	"
50018	1/2/2015	2902116997	Cargill	\$4,751.02	50057
50018	1/26/2015	2902110532	Cargill	\$4,862.30	"
50018	2/5/2015	2902135543	Cargill	\$1,178.60	"
50018	2/6/2015	2902139486	Cargill	\$3,766.54	"
	2/5/2015	586901-100	COSE	\$19,394.46	50013
50026	1/26/2015	1209253	Cuyahoga Landmark	\$654.57	50051
50026	1/29/2015	1278172	Cuyahoga Landmark	\$1,156.26	"
50026	2/9/2015	1209820	Cuyahoga Landmark	\$1,554.08	"
50030	1/7/2015	5121626	Distillata Company	\$80.15	50014
50149	2/11/2015	5440300410512	Dominion East Ohio	\$120.31	50062
50149	2/11/2015	0440300410505	Dominion East Ohio	\$439.44	"
50149	2/11/2015	9500013685495	Dominion East Ohio	\$557.59	"
50149	2/11/2015	9440300410529	Dominion East Ohio	\$359.79	"
50149	2/11/2015	9500053438235	Dominion East Ohio	\$287.11	"
	2/1/2015	2015-0381	Emergency Reporting	\$1,788.00	50015
	1/30/2015	c1922	EMSAR Medical Repair, Inc.	\$542.89	50016

50147	2/11/2015	Invoice 7198	Euthentics	\$15,178.50	50147
50002	2/6/2015	133936	Firestone	\$14.99	50017
50002	2/13/2015	134091	Firestone	\$27.49	"
50002	2/13/2015	134079	Firestone	\$24.00	"
50151	2/15/2015	9711 (Nehez)	First Merit Credit Card	\$121.78	50058
50150	2/15/2015	9778 (Rodriguez)	First Merit Credit Card	\$564.17	50059
50150	2/15/2015	9729 (Walters)	First Merit Credit Card	\$51.14	50060
50150	1/5/2015	January, 2015	Goodwin & Bryan, LLP	\$6,681.60	50019
50141	2/25/2015	side job	Matt Grams	\$105.00	50042
50142	3/1/2015	00 481786	Guardian	\$1,585.12	50050
50001	2/1/2015	stipen	Ingrassia, Sam	\$50.00	50020
50139	2/25/2015	January, 2015	JLM Group	\$3,212.50	50018
50119	2/2/2015	194258001	Key Government Finance	\$1,632.59	50021
50002	2/11/2015	195504	Liberty Ford	\$149.91	50022
50059	2/3/2015	D372563	Michael's Auto Parts	\$20.00	50023
50059	2/2/2015	D372556	Michael's Auto Parts	\$10.00	"
50059	2/2/2015	D372554	Michael's Auto Parts	\$30.00	"
50029	2/9/2015	D372647	Michael's Auto Parts	\$118.88	"
50059	2/13/2015	D372730	Michael's Auto Parts	\$112.00	"
	2/2/2015	82663907	Moore Medical	\$53.80	50024
50121	2/3/2015	258930	NAPA	\$36.78	50026
50121	2/18/2015	259654	NAPA	\$18.06	"
50137	2/25/25015	2015 Invoice	Nordonia Hills School	\$23,479.99	50025
50067	12/18/2014	66294	Oakwood Village Hardware	\$170.82	50027
	1/27/2015	110100622874	Ohio Edison	\$111.89	50053
	1/27/2015	110100622890	Ohio Edison	\$117.92	"
	1/27/2015	110100622924	Ohio Edison	\$106.60	"
	1/27/2015	110094648711	Ohio Edison	\$406.12	50054
	1/27/2015	110009459758	Ohio Edison	\$1,293.00	50053
50148	2/2/2015	210000649009	Ohio Edison	\$4,093.81	50061
50143	1/29/2015		Ohio State Board of Pharmacy	\$150.00	50052
50002	2/24/2015	3667	Parr	\$69.90	50028
50122	2/10/2015	56247	Police and Sheriffs Press	\$17.49	50032
50123	1/20/2015	51616481	Praxair	\$104.63	50029

